with given conditions will *ipso facto* work forfeiture. *Cluthe v. Evansville, etc. R. R.* (1911) 176 Ind. 162, 95 N. E. 543; Ann. Cas. 1914A 935, note. That question seems to depend on the legislature's intent. *Kaiser, etc. Co. v. Cary* (1909) 155 Cal. 638, 103 Pac. 341; Clark, *Corps.* (3d ed., 1916) 301. It has been held that executive proclamation could not take the place of a judicial decree. *Shand v. Gage* (1877) 9 S. C. 187. There seems, therefore, good ground to believe that unless the statute was itself of the kind deemed self-executory a governor's proclamation, as in the instant case, could not put the corporation entirely out of business. Even if it could, the question would arise whether the making of the proclamation without a hearing would not violate due process. *Cf.* (1919) 28 YALE LAW JOURNAL, 391. But assuming a valid non-judicial forfeiture, it does not follow that the directors incurred personal liability in carrying on the corporate business. After such forfeiture the body often has at least some of the marks of a *de facto* corporation. In the majority of jurisdictions it can still contract, and can sue and be sued as a corporation on contracts made both before and after forfeiture. *Gilmer Creamery Assn. v. Quentin* (1908) 142 Ill. App. 448; *Lively v. Picton* (1914, C. C. A. 6th) 218 Fed. 401; *Stark Electric Ry. v. McGinty* (1917, C. C. A. 6th) 238 Fed. 657; *Greenbrier Lumber Co. v. Ward* (1887) 30 W. Va. 43, S. E. 227. It can be proceeded against in bankruptcy. *In re Munger Tire Co.* (1908, C. C. A. 2d) 159 Fed. 901. Whether or not the body is like a *de facto* corporation in regard to personal liability of the directors, the instant case is clearly sound in holding that any rights against the latter are held subject to a liability of being divested and replaced by rights solely against the corporation, at once on the latter's reinstatement.

CRIMINAL LAW—EXTORTION—WHAT CONSTITUTES "INJURY TO PROPERTY."—The defendant, an elevator inspector, obtained $50 from J. S. by threatening to report falsely that his elevator was defective. An indictment thereupon charged the defendant with obtaining money by extortion, "by the wrongful use of force and fear, induced by the threat of the defendant to do an unlawful injury to his property." It appeared that J. S. had no license to run an elevator. *Held,* that the defendant was guilty of extortion and that preventing further use of the elevator would be an "injury to property." *People v. Sheridan* (1919, N. Y. App. Div.) 60 N. Y. L. J. 1783 (Mar. 3, 1919).

The term "property" may be used to describe physical objects or as an inclusive term to describe those general or "multital" jural relations commonly known as *rights in rem.* In the present case there was no threat to do injury to physical objects. The threat to prevent use of the elevator would have been a threat to destroy a valuable property *privilege* but for the fact that J. S. had no permit and seems therefore not to have had such a privilege. Even without a legal privilege, however, J. S. could physically operate the elevator, and this gave him a valuable *factual* interest. It was by no means unreasonable in the instant case to extend the meaning of the word "property" to cover this factual interest, especially as the term is used in an extortion statute. In a prosecution under the same statute the court had said in a previous case: "The word, as here used, is intended to embrace every species of valuable right and interest, and whatever tends in any degree, no matter how small, to deprive one of that right, or interest, deprives him of his property." *People v. Warden* (1911, N. Y.) 145 App. Div. 861, 863, 130 N. Y. Supp. 698. Here "right" is evidently used to include all the jural relations involved—the *jural* interest; and the term "interest" would naturally include mere physical relations—a *factual* interest. In applying this language, however, the instant decision goes beyond the earlier cases; for in the latter the injury threatened was directed to existing *jural* relations— a true *legal* interest; the complainant there had multital rights that there should be no inter-

ference with his labor supply or his employment. *People v. Warden, supra* (threat to cause complainant's discharge, a "right to labor" being described as property); *People v. Barondess* (1891, N. Y. Sup. Ct.) 61 Hun, 571 (threat to prevent striking workmen from returning); *People v. Weinseimer* (1907, N. Y.) 117 App. Div. 603, 102 N. Y. Supp. 579 (same).

EASEMENT AND LICENSE—PAROL LICENSE IRREVOCABLE BY EXECUTION—EASEMENT BY "ESTOPPEL BY DEED."—The defendant owned the rear half of a lot with a "right of way" over a strip of the front half of the lot. This strip was immediately adjacent to the plaintiff's land and to the road thereon which he used to reach the rear part of his lot. An oral agreement was made between the plaintiff and the defendant to unite the roads, exchanging mutual licenses, the defendant professing to have power to give the privilege of using his road to the plaintiff. Pursuant to the agreement the plaintiff incurred considerable expense in removing the dividing fences and otherwise improving the common road. The defendant sometime later acquired title to the servient front half of the lot and then undertook to keep the plaintiff off that part of the common road situated thereon. The plaintiff brought suit to quiet title to his easement and for an injunction. *Held,* that an injunction would issue. *Chamberlin v. Myers* (1918, Ind. App.) 120 N. E. 600.

(1) The authorities are not in agreement with respect to the power to revoke a license relating to real property, where the privilege conferred has been exercised with considerable outlay of money. Washburn, *Real Property* (6th ed., 1902) secs. 843-846; 10 R. C. L. 792; Ann. Cas. 1913A 74 note; see (1917) 26 YALE LAW JOURNAL, 395. It is settled in Indiana, however, that on equitable principles such a license is irrevocable where the licensee cannot be placed in *statu quo*. *Ferguson v. Spencer* (1890) 127 Ind. 66, 25 N. E. 1035; *Jann v. Standard Cement Co.* (1914) 54 Ind. App. 221, 102 N. E. 872; for analysis and comparison of easement and license see (1917) 27 YALE LAW JOURNAL, 66. (2) But admitting in the normal case this immunity from revocation, it was contended in the principal case that the giver of the license had merely a right of way in the strip and therefore had no power to give such license; that therefore the licensee could by virtue of his license have acquired no privilege of user to which the immunity claimed could attach. The doctrine of estoppel by deed is an answer to such a contention, where the question involves a professed grant of a fee in land later acquired by the grantor. 16 *Cyc.* 686. The same doctrine applies where a limited estate, an easement, purports to be granted by deed. Washburn, *Easements and Servitudes* (3d ed., 1873) 96; Goddard, *The Law of Easements* (Bennett's ed., 1880) 95; *Ewing v. DeSilver* (1822, Pa.) 8 Serg. L. R. 92; *Jarnigan v. Mairs* (1840, Tenn.) 1 Humph. 473; *Swedish-American Natl. Bank v. Connecticut Mutual, etc. Co.* (1901) 83 Minn. 377, 86 N. W. 420. The principal case appears wholly sound in coupling the two doctrines, and recognizing against the parol licensor whose license has thus become equivalent to an easement by deed, an estoppel—as if by deed—to deny his original power to confer either the license or the easement into which it has ripened.

EMINENT DOMAIN—ABANDONMENT OF ROAD—COMPENSATION TO ABUTTING OWNERS.—The plaintiff owned a farm abutting on a county highway, which was the only means of access to his land. The county "abandoned" the road. The plaintiff, claiming that he had lost a "special easement right" in the road, apart from that lost by the public at large, and that his land had suffered depreciation in value, sued the county for taking his private property without due compensation. *Held,* that the plaintiff was entitled to damages. *Morris v. Covington County* (1919, Miss.) 80 So. 337.

A city or county may have the *power* to abandon any road and extinguish all